AGREEMENT FOR SALE

Agreement Value _____

Ready Reckoner Value _____

This Agreement made at NAGPUR this ____ day of _____ in the year Two Thousand and TWENTY-THREE between:

M/S. KUKREJA INFRASTRUCTURES, a partnership firm, having its registered office at Jaripatka, Nagpur, (PAN AAMFK0684L), hereinafter called as the **"PURCHASER"** and represented herein by its partner – **SHRI. SHRAVAN S/o GHANSHYAMDAS KUKREJA,** Aged about 39 Years, PAN AHXPK 1314P & Aadhar UID 4771 1822 2199, Resident of Jaripatka, Nagpur, Tahsil and District – NAGPUR, hereinafter called the **"THE VENDOR/OWNER/PROMOTER",** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partners, administrators, successors and assigns) of the **ONE PART.**

AND

1. SHRI./SMT./Ms._____, Aged about _____ Years, Occupation - _____, PAN _____, Aadhar UID _____, Mobile No. _____,Resident of_____,
2. SHRI./SMT./Ms. _____, Aged about _____ Years, Occupation - _____, PAN _____, Aadhar UID _____, Mobile No. _____, Resident of _____,

hereinafter called the "**ALLOTTEE/S/PURCHASER(S)**", which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **"ALLOTTEE/S",** as well as, her/his/their heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART.**

Accordingly a Sale Deed in respect of said property came to be executed on 28-09-2022, which is also duly registered at the Office of the Joint Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 8731 on 28-09-2022

WHEREAS by a Sale Deed dated 31-03-2023 and registered at the Office of the Joint Sub Registrar, Nagpur-4 in Book No. 1 at Sr. No. 8731 on 28-09-2022executed between Air India Limited, (hereinafter referred to as "the Original Owner") of the One Part and the Kukreja Infrastructures, the Promoter of the Other Part (hereinafter referred to as "the Sale Deed"), the Original Owner granted to the Promoter ownership rights to the piece or parcel of land bearing Plot No. 4 containing by admeasurement 2626.832 Sq. Mtrs. out of Kh. No. 60, 61, 62 in the compound of Bungalow No. 63/1 and 64/1 of MOUZA – GADGA, bearing Corporation House No. 318/B, City Survey No. 49, Sheet No.13 of MOUZA – GADGA, situated at Temple Road, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66, in Tahsil and District – NAGPUR, more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Sale Deed; AND

WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

WHEREAS the Vendor/Owner/promoter hereinabove named is an exclusive, absolute and full Owner of the property comprising ALL THAT Piece and Parcel of land bearing Plot No. 4 containing by admeasurement 2626.832 Sq. Mtrs. out of Kh. No. 60, 61, 62 in the compound of Bungalow No. 63/1 and 64/1 of MOUZA – GADGA, bearing Corporation House No. 318/B, City Survey No. 49, Sheet No.13 of MOUZA – GADGA, situated at Temple Road, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66, in Tahsil and District – NAGPUR and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land"); AND

WHEREAS the Vendor/~~Lessor/Original~~ Owner/Promoter is in possession of the project land; AND

WHEREAS the Promoter has proposed to construct on the project land one building having Two Basement Floors and Ground Floor for parking, Partial Podium, Recreation Floor and 28Upper floors of residential Apartments; AND

WHEREAS the Allottee is offered an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the building called "THE ONE" (herein after referred to as the said "Building") being constructed in the single phase of the said project, by the Promoter; AND

WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; AND

WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai with No. P505000_____;authenticated copy is attached in **Annexure 'F'**; AND

WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings; AND

WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof; AND

WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect _____ and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; AND

WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure** respectively; AND

WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure** ; AND

WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure** ; AND

WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure** ; AND

WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building; AND

WHEREAS the Building Plans have been sanctioned by the Asst. Director, Town Planning of the Nagpur Municipal Corporation vide its Building Permit No. NMO/B/2023/APL/01247 Dated 21-02-2023; AND

WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.; AND

WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans; AND

WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. _____on_____ floor situated in the building being constructed in the said Project; AND

WHEREAS the carpet area of the said Apartment is _____Sq.Mtrs. and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment; AND

WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; AND

WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs_____/- (Rupees _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing; AND

WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. - P505000_____; AND

WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment).

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Promoter shall construct the said building consisting of Two Basement Floors and Ground Floor for parking, Partial Podium, Recreation Floor and 28Upper floors of residential Apartments(16 individual apartments and 6 Duplex Apartments) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

   Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

   1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____having carpet area admeasuring _____ sq. metres on _____ floor in the building "THE ONE" (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of Rs. _____/-, including Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

   (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos.N/A situated at N/A Basement and/or stilt and /or N/A podium being constructed in the layout for the consideration of Rs. Nil /-

   ~~(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos.____situated at stilt being constructed in the layout for the consideration of Rs. _____/-.~~

1(b) The total aggregate consideration amount for the said Apartment excluding Allotted Covered Parking Space, MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is thus Rs._____

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____/- (Rupees_____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs_____/- (Rupees _____ only) in the following manner:

Annexure G

Amount Rs.	Payable by PURCHASERS/S at the time of
0/-	***(not exceeding 10% of the total consideration)*** paid by the ALLOTTEES/PURCHASERS to the PROMOTER at the time of Booking.
Rs. _____/-	***(not exceeding 30% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on execution of this Agreement.
Rs. _____/-	***(not exceeding 45% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the Plinth of the building / wing in which the said Apartment is located.
Rs. _____/-	***(not exceeding 55% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the 5th floor slab and stilts of the building or wing in which the said Apartment is located.
Rs. _____/-	***(not exceeding 65% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the 10th floor slab and stilts of the building or wing in which the said Apartment is located.
Rs. _____/-	***(not exceeding 70% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the 15th floor slab and stilts of the building or wing in which the said Apartment is located OR on completion of walls, Staircase, Lift shaft of the said apartment.
Rs. _____/-	***(not exceeding 75% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the 20th floor slab and stilts of the building or wing in which the said Apartment is located OR on completion of walls, Staircase, Lift shaft of the said apartment.
Rs. _____/-	***(not exceeding 80% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the 25th floor slab and stilts of the building or wing in which the said Apartment is located OR on completion of walls, Staircase, Lift shaft of the said apartment.
Rs. _____/-	***(not exceeding 85% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the Internal/External plaster, lobbies upto the floor level of the said Apartment,.
Rs. _____/-	***(not exceeding 90% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the external plumbing and Windows, elevation of the building or wing in which the said Apartment is located.

Rs. _____/-	***(not exceeding 95% of the total consideration)*** agreed to be paid by the ALLOTTEES/PURCHASERS to the PROMOTER on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, doors, entrance lobby/s, terrace waterproofing, Sanitary plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located**.**
Rs. _____/-	agreed to be paid by the PURCHASERS/s to the Developer/ Promoter/ Confirming Party against and at the time of handing over of the possession of the Apartment to the PURCHASERS/s on or after receipt of occupancy certificate or completion certificate.
Rs. _____/-	RS. _____ ONLY

1(d) The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter Party) up to the date of handing over the possession of the said Apartment. The PURCHASER specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the PURCHASER. It shall be obligatory on the part of PURCHASER to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each installment.
The PURCHASER does hereby state and declares that it shall be the sole liability and responsibility of the PURCHASER to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the PURCHASER from the Sale Consideration payable to the Promoter Party and to credit the same in the appropriate account of Income Tax Department.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ Nil % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing - As per **Annexure G**

1(i) The Promoter Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Allottee shall be void and shall not be binding upon the Promoter Party

2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. Likewise the Vendor/Promoter/Confirming party Hereby declares that the current approval by authorities is for ____Apartments and _____ more Apartments would be sanctioned later after the procurement of Airport Authority NOC for additional height of the Apartment and the Allottees agree that have given consent to seek the NOC from the Airport Authority, procure the balance _____square meter FSI and get the plan Approved by the Nagpur Municipal Corporation and build all the _____Apartments as initially planned. The Allottees shall not create any hindrance in any manner whatsoever and shall approve the Vendor/Promoter/Confirming Party to buy the conservancy lane FSI, amalgamate the said FSI to the Property and build the above mentioned _____Apartments. However, the Vendor/Promoter/Confirming party assures that the design, plan, specifications of the Allotted Apartment shall not be changed and in no way the right of the Allottee will be diluted in any manner.

4.

4.1. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the

Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2. Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

6. The Promoter shall give possession of the Apartment to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

A. war, civil commotion or act of God;
B. any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.

7.1. **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy;

7.3. **Failure of Allottee to take Possession of Apartment**: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the

time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4. If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

7.5. THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Allottee jointly with the other Co-owners thereof. However the Apartment chosen by Allottee in the proposed multistoried building shall be owned and possessed by the Allottee exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

7.6. The Allottee hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Allottee shall be treated as a trespasser.

7.7. The Allottee shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Allottee shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby

7.8. The Vendor/Promoter Party does hereby agree with the Allottee that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Allottee, the Vendor/Promoter Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter Party.

7.9. In case any defect found in the proprietary items used in construction of said Apartment, the Allottee shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Allottee in this regard. It is specifically brought to the notice of the Allottee that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects.

Provided further that in case of any change or modification to the Specification are effected at the request of the Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Allottee has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect

8.

8.1 The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/~~office/show room/shop/godown for carrying on any industry or business~~. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

8.2 It is understood by the Allottee that the Promoter Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter Party shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Confirming Party

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

   9.1. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

   9.2. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

   9.3. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: -
    - (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body
    - (ii) Rs. Nil/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
    - (iii) Rs. Nil for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
    - (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
    - (v) Rs _____/- For Deposit towards Water, Electric, and other utility and services connection charges &
    - (vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout.

11. The Allottee shall pay to the Promoter a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows: -

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartmentto the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities from the date of possession of the project land/property till the date of handing over the completed Apartments to the Allottees;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project

vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Likewise, not to hang clothes for drying or otherwise in the front and side balconies as a specific utility is given for clothes hanging and drying.

viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

xi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xiii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiv. The Allottee shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability shall not be applicable & the Allottee/s have deemed to be done the work at his/her/their respective consequences and liability

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment, however Promoter can take project finance on the project.

18. BINDING EFFECT
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/plot/building, as the case may be.

20. **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**
It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. **SEVERABILITY**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**
Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartmentto the total carpet area of all theApartments in the Project.

24. **FURTHER ASSURANCES**
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. **PLACE OF EXECUTION**
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Nagpur after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee: _____
Allottee's Address:_____
Notified Email ID: _____@_____

M/s Promoter name: **M/S. KUKREJA INFRASTRUCTURES**
Promoter Address: Jaripatka, Nagpur- 440 01S4
Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES
That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. Stamp Duty and Registration - STAMP DUTY AND REGISTRATION, MSEB/WATER & ASSOCIATION DEPOSIT : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Allottee. Additionally the Allottee shall bare the expenses of Rs_____/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/- (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)

30. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to theMAHARERA Conciliation & Dispute Resolution Forum as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations,thereunder.

31. GOVERNING LAW
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Nagpur courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Nagpur in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

SCHEDULE – "A"

Description of the Project land

ALL THAT Piece and Parcel of land bearing Plot No. 4 containing by admeasurement 2626.832 Sq. Mtrs. out of Kh. No. 60, 61, 62 in the compound of Bungalow No. 63/1 and 64/1 of MOUZA – GADGA, bearing Corporation House No. 318/B, City Survey No. 49, Sheet No.13 of MOUZA – GADGA, situated at Temple Road, Civil Lines, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 66, in Tahsil and District – NAGPURand bounded as under–

EAST BY	:	MAHARAJBAG ROAD,
WEST BY	:	PLOT NO. 3,
NORTH BY	:	20 METERS WIDE TEMPLE ROAD,
SOUTH BY	:	PLOT NO. 5.

SCHEDULE – "B"
Description of the Apartment

Name of Project: "THE ONE"

Apartment No.	Floor	Carpet Area (Sq. Mtrs.)	Enclosed balcony Area (Sq. Mtrs.)	Open Balcony Area	Terrace Area (Sq. Mtrs.)	P- LINE Area (Sq. Mtrs.)	Undivided share in Land

SECOND SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities (except for allotted parkings in open space/ground stilt)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR M/S. KUKREJA INFRASTRUCTURES (SHRAVAN GHANSHYAMDAS KUKREJA) Authorised Partner THE VENDOR/OWNER/PROMOTER
02			1) (_____)
03			2) (_____) PURCHASER/S

WITNESSES

I			_____ WITNESS NO. 1
II			_____ WITNESS NO. 2